REMARKS

Please cancel Claims 4, 5, 17 and 18 without prejudice. Claims 1-3, 6-8, 10-16, 18-20 and 22-35 are pending. Claims 1, 15, 25 and 29 are amended herein. No new matter is added as a result of the claim amendments.

35 U.S.C. 103(a) Rejections

Claims 1-2, 6-7, 13-15, 19, 25, 27-29 and 30-35

Claims 1-2, 6-7, 13-15, 19, 25, 27-29 and 30-35 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Gopal, et al. ("Gopal;" U.S. Patent Application No. 2001/0032263) in view of Jawahar, et al. ("Jawahar;" U. S. Patent No. 6,289,333). The rejection is respectfully traversed for the reasons below.

a. As for Claims 1, 15, 25 and 29, Claim 1 recites:

> A method for handling exceptions in a business-to-business transaction, comprising the steps of:
> monitoring an internet gateway through which the business-to-business transaction passes for exceptions, wherein said exceptions comprise timer expiration exceptions, transaction exceptions, and network exceptions, wherein if an exception is detected:
> automatically locating an authorized representative, wherein the authorized representative is a designated person who has authority to consummate the business-to-business transaction;
> automatically notifying the authorized representative of the exception;
> automatically establishing a web collaboration session between representatives of the business-to-business transaction, wherein the web collaboration session comprises page sharing, follow-me, form share, text chat, application demonstration, application sharing and white boarding functions.

Independent Claims 15, 25 and 29 recite additional embodiments of the present invention as recited in Claim 1.

Gopal teaches when a "receipt for a message is not present in table *604* the network controller **108** is notified" (page 6, paragraph [0048]). The absence of a receipt for a message described by Gopal is essentially an example of an exception as recited in Claim 1, as Examiner asserts in the Response to Arguments portion of the present Office Action. However, Gopal teaches away from the present invention in that the network controller **108**, also named the network manager **108** (page 6, paragraph [0049] and Figure 3), is not a person or personnel but a component within the data management network **103** (Figure 1) within message delivery network **100** (Figure 1). "The primary task of network controller **108,"** (or network manager **108**), as defined by Gopal in paragraph [0028] on page 3, "is to load-balance message traffic over the message delivery network **100**, employing a "unique forking algorithm" (page 2, paragraph [0009]). The network controller **108**, or network manager **108**, is not a person. For example, "during the time that an archive is off-line and new software is being installed, the network controller **108** ... may be used as a temporary archive" (page 7, paragraph [0053]). The network controller **108** associated with handling exceptions of the type of exceptions recited in Claim 1, is not an "authorized representative, wherein the authorized representative is a designated person who has authority to consummate the business-to-business transaction," as recited in Claims 1, 15, 25 and 29 of the present invention.

Gopal teaches that problems with the "physical status of the components and the communication backbone of message delivery network **101**" (page 2, paragraph [0021]) are automatically reported in "alert messages...transmitted to network managers [people] or other personnel..." (page 2, paragraph [0021]). Problems with the "physical status" of components of a B2B transaction are not addressed by the present claimed invention as recited by the amended claims herein.

Applicants wish to respectfully draw a distinction between Gopal and the present claimed invention. Gopal teaches two separate aspects of a system: a) a network controller **108** that automatically handles message delivery exceptions (page 3, paragraph [0028]) and b) a system for automatically notifying personnel of problems with the physical status of components of the message delivery network (page 2, paragraph [0021]).

A dictionary definition of a transaction is "a communication or activity between two or more people that influences and affects all of them." A B2B transaction is not a physical entity, therefore there can be no problems with its "physical status," as taught by Gopal. The physical status of components of a network over which the present claimed invention is conducted is beyond the scope of the present claimed invention. There is no motivation to introduce "monitoring the physical status" of components of a network as a step in the present claimed invention, or reporting such problems to authorized representatives.

Jawahar describes a system for enabling collaboration. However, Jawahar teaches away from the present invention in that the collaboration session in Jawahar

is initiated after a "customer requests additional information or requests to be contacted by an agent (Figure 5, step 172)." In one embodiment of the system described by Jawahar, an "assistance icon" (col. 3, line 37) is displayed, which "provides the individual with an opportunity to request assistance from an agent or other individual associated with the information..."(col. 3, lines 37-39)

There is no motivation to combine the invention set forth in Jawahar with the invention described by Gopal. Gopal teaches a self-balancing message delivery system for managing and improving message latency and for guaranteeing message delivery. Exceptions that arise in the system taught by Gopal are detected and remedied by a network component called the network controller **108**, or network manager **108**. Personal involvement is not a component of exception handling in the invention set forth by Gopal (e.g. the message delivery receipt matching process described on page 6, paragraphs [0045] – [0048]). There is no motivation in Gopal to suggest that the addition of personal involvement handling of exceptions in message delivery would be necessary or beneficial. The invention set forth in Jawahar permits collaboration between a customer who requests information or to be contacted by an agent (Figure 5, step 172) and an agent who can handle the request (Figure 5, step 178).

Even if the process for enabling a personal collaboration set forth by Jawahar was added to the message delivery system of Gopal, the result would be a system where a customer needs to be aware of transaction exceptions and initiate the collaboration session, which is not the present claimed invention recited in the claims above. The present claimed invention as recited in independent claims 1, 15, 25 and

29 and further defined by claims 2, 6-7, 13-14, 19, 27-28 and 30-35 is a detection and resolution engine for monitoring an internet gateway for exceptions (examples include timer expiration exceptions, transaction exceptions, and network exceptions but not problems with "physical status" of components), and when an exception is detected, automatically locating an authorized representative (a person), automatically notifying that person of the exception, and automatically establishing a web collaboration session between people who represent the parties in the B2B transaction.

Independent Claims 15, 25 and 29 recite other embodiments of the present invention recited in Claim 1. Applicants respectfully assert that the basis for rejecting Claims 1, 15, 25 and 29 under 35 U.S.C. § 103(a) is traversed.

b. As for claims 2, 26 and 30, Examiner asserts that Gopal teaches wherein an intelligent contact manager automatically locates the authorized representative. Applicants respectfully traverse this assertion.

Gopal teaches wherein "alert messages are transmitted to network managers or other personnel responsible for maintaining the network system" (page 2, paragraph [0021]) when a network operations center detects or is notified of a problem with "the physical status of the respective components and the communication backbone of message delivery network" (page 2, paragraph [0021]). Gopal does not teach or suggest a method or system for notifying network managers or other personnel upon detection of exceptions such as

timer expiration exceptions, transaction exceptions, or network exceptions, as recited in independent claims 1, 25 and 29, from which claims 2, 26 and 30 depend, respectively. Applicants respectfully assert that the basis for rejecting Claims 2, 26 and 30 under 35 U.S.C. § 103(a) is traversed.

c. As for claims 4 and 17, please cancel claims 4 and 17 without prejudice.

d. As for claim 6, Examiner asserts that Gopal teaches a unified communication system to automatically notify the authorized representative of the exception. Applicants respectfully traverse this assertion for the reasons cited above regarding Examiner's rejection of Claims 2, 26 and 30. Applicants respectfully assert that the basis for rejecting Claim 6 under 35 U.S.C. § 103(a) is traversed.

e. As for claims 7 and 19, Examiner asserts that Gopal teaches wherein the unified communication system comprises voice messaging, email messaging, and fax messaging. Claim 7 is dependent on Claim 6, which is dependent on Claim 1. Claim 19 is dependent on Claim 15. Claims 6 and 15 recite the use of a unified communication system to notify an authorized representative of an exception. Applicants respectfully traverse the Examiner's assertion regarding claims 7 and 19 based on the reasons cited above regarding Examiner's rejection of Claims 2, 26 and 30. Applicants respectfully assert that the basis for rejecting Claims 7 and 19 under 35 U.S.C. § 103(a) is traversed.

f. As for claims 13, 27 and 31, Examiner asserts that Gopal teaches wherein the B2B transaction is handled through email and LDAP containing XML data. Claims 13, 27 and 31 are dependent on independent claims 1, 25 and 29, respectively and list further limitations. Applicants respectfully assert that independent claims 1, 25 and 29 are now in condition for allowance and therefore claims 13, 27 and 31 are also in condition for allowance. Applicants respectfully assert that the basis for rejecting Claims 13, 27 and 31 under 35 U.S.C. § 103(a) is traversed.

g. As for claims 14, 28 and 32, Examiner asserts that Gopal teaches wherein the exception is handled by email. Claims 14, 28 and 32 are dependent on claims 1, 25 and 29, respectively, and list further limitations. Applicants respectfully assert that claims 1, 25 and 29 are now in condition for allowance and therefore claims 14, 28 and 32 are also in condition for allowance. Applicants respectfully assert that the basis for rejecting Claims 14, 28 and 32 under 35 U.S.C. § 103(a) is traversed.

Claim 33

Examiner asserts that Gopal teaches issuing a timer expiration exception when a sending application does not receive a confirmation within a predetermined time period. Claim 33 is dependent on Claim 1. Gopal does not

teach or suggest the a method or system for "handling exceptions in a business-to-business transaction, comprising the steps of: monitoring ... for exceptions, wherein said exceptions comprise timer expiration exceptions ... wherein if an exception is detected: automatically locating an authorized representative, wherein the authorized representative is a designated person who has authority to consummate the business-to-business transaction, automatically notifying the authorized representative of the exception, and automatically establishing a web collaboration session between representatives of the business-to-business transaction..." as recited in Claim 1. Claim 33 is dependent on Claim 1 and cites a limitation to Claim 1. Applicants respectfully assert that Claim 1 is now in condition for allowance, therefore Claim 33 is in condition for allowance, and that the basis for rejecting Claim 33 under 35 U.S.C. § 103(a) is traversed.

Claim 34

Examiner asserts that Gopal teaches wherein generating a transaction exception when content, format, security, availability, or other characteristics of said transaction are out of pre-determined boundaries. Claim 34 is dependent on Claim 1 and cites a limitation to Claim 1. Applicants respectfully assert that Claim 1 is now in condition for allowance, therefore Claim 34 is in condition for allowance and that the basis for rejecting Claim 34 under 35 U.S.C. § 103(a) is traversed.

Claim 35

Examiner asserts that Gopal teaches wherein generating a network exception when a messaging infrastructure cannot support a message transaction. Gopal teaches wherein problems with message delivery are reported to a network controller **108** (page 6, paragraph [0048]). In response, the network controller automatically conducts its primary task, "to load-balance message traffic over the message delivery network **101**," employing a "unique forking algorithm" (page 2, paragraph [0009]). The network controller **108** taught by Gopal is a network component, and not a person who is an authorized representative as recited in Claim 1, from which Claim 35 depends.

Claim 35 is dependent on Claim 1 and cites a limitation to Claim 1. Applicants respectfully assert that Claim 1 is now in condition for allowance, therefore Claim 35 is in condition for allowance. Applicants respectfully assert that the basis for rejecting Claim 35 under 35 U.S.C. § 103(a) is traversed.

Claims 3 and 16

Claims 3 and 16 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Gopal in view of Jawahar in further view of Kikinis ("Kikinis;" US Patent Application No. 2004/0049562). The rejection is respectfully traversed for the reasons below.

Applicants assert that Kikinis teaches functions of a service system, wherein the function of the service system is to provide a "dial-up technical-service network adapted to setting-up and configuring various Internet appliances purchased by...users from appliance vendors" (page 2-3, paragraph [0023]). The service system taught by Kikinis employs computer-simulated telephony, etc., equivalents of such being recited in Claims 3 and 16, as asserted by Examiner.

However, the methods employed by the intelligent contact manager recited in Claim 3 dependent on Claim 2, in turn dependent on Claim 1, and Claim 16, dependent on Claim 16, are utilized to "automatically locate the authorized representative" after an exception is detected in a B2B transaction, and before a web collaboration session is automatically established between representatives of the B2B transaction. The combination of the methods taught by Kikinis, with the customer-initiated web collaboration taught by Jawahar, with the message delivery network taught by Gopal does not render or make obvious the present invention as recited in Claims 3 and 16.

Applicants respectively assert that Claims 3 and 16 are in condition for allowance for reasons cited above. Therefore, applicants respectfully assert that Claim 3, dependent on Claim 2, and Claim 16, dependent on Claim 15, are also in

condition for allowance. Applicants respectfully assert that the basis for rejecting Claims 3 and 16 under 35 U.S.C. § 103(a) is traversed.

Claims 5, 8, 18 and 20

Claims 5, 8, 18 and 20 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Gopal in view of Jawahar in further view of Zhu, et al. ("Zhu;" US Patent Application No. 2002/0194272). The rejection is respectfully traversed for the reasons below.

a. As for claims 5 and 18, please cancel claims 5 and 18 without prejudice.

b. As for claims 8 and 20, Examiner asserts that components of a unified communication system recited in Claims 8 and 20 are found in Zhu, therefore it would have been obvious to one with ordinary skill in the art to incorporate the teaching of Zhu with the customer-initiated web collaboration taught by Jawahar and the message delivery network taught by Gopal in order to handle calls from a number of customers. While there may be a motivation to combine the teachings of Zhu with the teachings of Jawahar and Gopal, to do so would not produce the present claimed invention. Claim 1 recites a method for handling exceptions in business-to-business transaction including monitoring an internet gateway for exceptions, and in the event that an exception is detected, automatically locating and notifying an authorized representative of the exception and automatically establishing a collaboration session between representatives of the B2B transaction. Handling a number of calls, if that is the method of collaboration, is not addressed by the present claimed invention.

Applicants respectively assert that Claims 1, 6, 15 and 19 are now in condition for allowance based on reasons cited above. Since claims 8 and 20 are dependent on allowable base claims, reciting further limitations, Applicants respectfully assert that the basis for rejecting Claims 3 and 16 under 35 U.S.C. § 103(a) is traversed.

Claims 10-12 and 22-24

Claims 10-12 and 22-24 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Gopal in view of Jawahar in further view of Lettich, et al. ("Lettich;" US Patent Application No. 2002/0049622). The rejection is respectively traversed for the reasons below.

As presented above, Applicants respectfully submit that Gopal and Jawahar, alone or in combination, do not show or suggest the present invention as recited in independent Claims 1, 15, 25 and 29. Claims 10-12 are dependent on Claim 1 and recite additional limitations. Claims 22-24 are dependent on Claim 15 and recite additional limitations.

a. As for claims 10 and 22, Examiner asserts that Lettich teaches demand planning. Applicants assert that Lettich teaches a system which "automatically identified" demand planning-related "exceptions and presented them to the user" (page 15, paragraph [0294]). The purpose of the present claimed invention is not to report exceptions to users, but to "automatically establish a web

collaboration session between representatives of B2B transactions" as recited in independent claims 1, 15, 25 and 29. The combination of the teachings of Lettich (a system for automatically presenting demand-planning exceptions to a user) with the teachings of Jawahar (a system wherein a customer can initiate a web collaboration session) with the teachings of Gopal (a system for monitoring and automatically addressing exceptions associated with message delivery, wherein such exceptions are handled by a network component and not a person) does not produce the present invention or an obvious equivalent.

Applicants respectfully assert that independent claims 1 and 15 are now in condition for allowance, for reasons discussed above. Claim 10 is dependent on Claim 1 and Claim 22 is dependent on Claim 15. Therefore, Applicants respectfully assert that the basis for rejecting claims 10 and 22 under 35 U.S.C. § 103(a) is traversed.

b. As for claims 11 and 23, Examiner asserts that Lettich teaches wherein B2B processing utilizes the engine to perform steps of requisitioning, purchasing, approval, ordering, receiving, distribution, payment, and measurement, and that the addition of this information to the teachings of Gopal in view of Jawahar is an obvious equivalent to the present claimed invention. Applicants respectfully assert that for reasons discussed above, claims 1, 10 and 15, from which claims 11 and 23 depend, are believed to be in condition for allowance. Since claims 11 and 23 are dependent on allowable base claims and recite further limitations, Applicants respectfully assert that the basis for rejecting claims 10 and 22 under 35 U.S.C. § 103(a) is traversed.

c. As for claims 12 and 24, Examiner asserts that Lettich teaches exceptions corresponding to procurement processes. Applicants assert that Lettich does mention procurement, as well might any discussion of B2B transactions. Applicants respectfully assert that the combination of the concept of procurement set forth in Lettich with the teachings of Gopal in view of the teachings of Jawahar is not an obvious equivalent to the present claimed invention. Applicants respectfully assert that for reasons discussed above, claims 1 and 15, from which claims 11 and 23 depend, are believed to be in condition for allowance. Since claims 11 and 23 are dependent on allowable base claims and recite further limitations, Applicants respectfully assert that the basis for rejecting claims 10 and 22 under 35 U.S.C. § 103(a) is traversed.

CONCLUSION

In light of the above listed amendments and remarks, reconsideration of the rejected Claims is requested. Based on the amendments and arguments presented above, it is respectfully submitted that Claims 1-3, 6-8, 10-16, 19-20 and 22-35 overcome the rejections of record. Therefore, allowance of Claims 1-3, 6-8, 10-16, 19-20 and 22-35 is earnestly solicited.

Should the Examiner have a question regarding the instant response, the Applicants invites the Examiner to contact the Applicants' undersigned representative at the below listed telephone number.

Respectfully submitted,
WAGNER, MURABITO & HAO LLP

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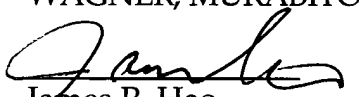

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